

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		Form Approved OMB No. 9000-0002 Expires Oct 31, 2004	
<p>The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate of Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person would be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.</p>			
1. SOLICITATION NUMBER SP0600-04-R-0059		2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	
		3. DATE/TIME RESPONSE DUE FEBRUARY 4, 2004, 3:00 P.M. (1500 HOURS), LOCAL TIME, FORT BELVOIR, VIRGINIA, USA	
INSTRUCTIONS			
<p>NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.</p> <p>1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.</p> <p>2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.</p> <p>3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.</p> <p>4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition."</p>			
4. ISSUING OFFICE <i>(Complete mailing address, including Zip Code)</i> ATTN DESC-BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222 FAX (703) 767-8506		5. ITEMS TO BE PURCHASED <i>(Brief description)</i> SOUTHERN IRAQ Transportation trucking services for transporting Kerosene (KIQ), Gasoline and Liquid Petroleum (LPG) within the Southern Iraq area. DELIVERY PERIOD APRIL 01, 2004- JUNE 30, 2004, with 3, three-month option periods	
6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>			
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED			
<input type="checkbox"/> b. THIS PROCUREMENT IS _____% SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:			
<input type="checkbox"/> c. THIS PROCUREMENT IS _____% SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:			
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.			
7. ADDITIONAL INFORMATION			
a. Send offers to this address:		Attn: DESC-CPC Bid Custodian Rm 3729 Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Fort Belvoir, VA 22060-6222 Fax # (703) 767-8506 Verification # (703) 767-7367	
b. Sealed offers in original and <u>1</u> copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item a. above. If handcarried, the depository is located in Rm 3729 at DESC.			
See DD Form 1707, Block 7 (Additional Information Continued)			
8. POINT OF CONTACT FOR INFORMATION			
a. NAME <i>(Last, First, Middle Initial)</i> Stanley, Evelyn		b. ADDRESS <i>(include Zip Code)</i> ATTN: DESC-BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD., SUITE 4950 FORT BELVOIR, VA 22060-6222	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (703) 767-93464		d. E-MAIL ADDRESS evelyn.f.stanley@dla.mil	
9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM (S)		<input type="checkbox"/> e. OTHER <i>(Specify)</i>	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT			
10. MAILING LIST INFORMATION <i>(X one)</i>			
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
11a. COMPANY NAME		b. ADDRESS <i>(include Zip Code)</i>	
c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>		(2) TITLE	
(3) SIGNATURE		(4) DATE SIGNED <i>(YYYYMMDD)</i>	

DD FORM 1707 (BACK) FEB 2002

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-04-R-0059	
DATE	LOCAL TIME
FEBRUARY 4, 2003	3:00 P.M.

TO ATTN: DESC-CPC BID CUSTODIAN RM 3729
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222
USA

DD Form 1707, Block 7 - ADDITIONAL INFORMATION CONT'D

- c. For questions concerning Small Business matters, contact Ms. Kathy Williams at (703) 767-9400 or 1-800-523-2601.
- d. Offerors are advised to complete and submit with the offer the original plus one copy of all forms contained in the accompanying Offeror Submission Package. Copies of all documents submitted must be exactly the same as original. Certification and Representation clauses should be answered in either the affirmative or negative, as applicable. If a clause does not apply, LEAVE BLANK. (DO NOT state "N/A -Not Applicable.") Please initial all changes and corrections. Offerors must acknowledge receipt and acceptance of all amendments to this solicitation.
- e. SOLICITATION IS RESTRICTED AS SET FORTH BELOW:
 LIMITATION OF SOURCES: Deputy Secretary of Defense Paul Wolfowitz issued a Determination and Findings (D&F) on December 5, 2003, under the authority of 41 USC 253(c)(7), 10 USC 2304(c)(7) and FAR 6.302-7, limiting competition for particular procurements of Iraqi Relief and Reconstruction prime contracts to firms from the United States, Iraq, Coalition partners and force contributing nations. A copy of the D&F is at http://www.usembassy.it/file2003_12/alia/a3121005.htm. The listed contracts include the requirements in this solicitation in support of Restore Iraq Oil Services (Southern region). Pursuant to the D&F, DESC will only consider offers from the eligible countries listed in the D&F. Offers from countries not listed in the D&F will not be considered.
- f. NOTICE: Any contract awarded to a contractor who, at the time of award, was suspended, debarred, or ineligible for receipt of contracts with Government agencies, or was in receipt of a notice of proposed debarment from any Government agency, is voidable at the option of the Government.
- g. Offerors are advised that the inclusion of any provision which requires sequential evaluation of individual offers; i.e., offers requiring DESC to obtain more than one computer evaluation in order to evaluate that offer, may result in rejection of the offer. Offerors are encouraged to discuss the intended changes in proposals with DESC in order to identify potentially unacceptable proposals and to determine possible alternatives.
- h. For emergency situations during non-duty hours, the number to contact is (703) 767-8420 at the DESC Operations Center, Contingency Plans and Operations Division (DESC-DL).
- i. In order to be retained on the Southern Iraq bidder's mailing list, you must either respond to the solicitation or return the DD Form 1707 with the appropriate information in Blocks 9, 10, and 11. Failure to do so will result in deletion of your company from the bidder's mailing list. This includes all potential offerors and/or those receiving it for informational purposes only.
- j. With respect to ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE - Offerors may elect payment by electronic transfer of funds through the Corporate Trade Payment (CTX) system. Offerors are advised to verify their financial institution's (FI) participation in the CTX system, and the acceptability of their procedures. Firms receiving an award under this solicitation must ensure that the appropriate arrangements are made with their FI prior to submission of the first invoice.
- k. Pursuant to FACSIMILE PROPOSALS, offers submitted by facsimile must constitute an offeror's hard copy. It must contain all required representations and certifications as well as all required signatures.
- l. FAR 52.228-3 Workers Compensation Insurance (Defense Base Act). and 52.228-4 Workers Compensation and War-Hazard Insurance Overseas are hereby incorporated by reference.
- m. The following tentative negotiation schedule is provided for planning purposes. Note this schedule is subject to change at any time:

February 4, 2004	Initial Offer Closing Date (1:00 p.m.)
February 9, 2004	Negotiations Open
February 26, 2004	Negotiations Close

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 4 OF 24	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0059	
6. SOLICITATION ISSUE DATE January 21, 2004		7. FOR SOLICITATION INFORMATION CALL:		a. NAME E. Stanley/DESC-BZD		b. TELEPHONE NUMBER (<i>no collect calls</i>) (703) 767-9346	
8. OFFER DUE DATE/LOCAL TIME 4 Feb 04 @ 3:00PM		9. ISSUED BY ATTN DESC BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD, SUITE 4950 FORT BELVOIR, VA 22060-6222 SEE BLOCK 6 OF THE DD FORM 1707 FOR ADDRESS TO SEND OFFERS. PPN(S): 2.99		CODE SC0600		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 324110 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE SEE SCHEDULE		16. ADMINISTERED BY CODE SEE BLOCK 9		HQ0104	
17a. CONTRACTOR / OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO. FAX NO.				Defense Finance and Accounting Service Columbus Center Stock Fund Directorate Fuels Accounting and Payments Division Attn: DFAS-BVDFB/CC P.O. Box 182317 Columbus, OH 43218-6250			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		(Use Reverse and/or Attach Additional Sheets as Necessary)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) ESTIMATED:	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED., <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: _____ OFFER DATED <input type="checkbox"/> _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE SIGNED		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

PerFORM (DLA)

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA FAR (48 CFR) 53.212

The following clauses are utilized in lieu of the FAR Commercial Item Clauses cited in 27(A) of the Standard Form 1449.

SEGMENT I

This segment applies to both domestic and foreign concerns offering on this solicitation.

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1. SUPPLIES TO BE FURNISHED AND PRICES

The services to be furnished during the period specified herein and the unit prices are as follows:

PERFORMANCE PERIOD: April 1, 2004 through June 30, 2004, with 3, three-month extension periods at the Government's option under Purchase Program 2.99

Services Requirement: Defense Energy Support Center (DESC) requires transportation-trucking services for Kerosene, Gasoline, and Liquid Petroleum Gas (LPG) from loading facilities in Kuwait to various locations in Southern Iraq. The performance period is April 1, 2004 through June 30, 2004, with 3, three-month extension periods at the Government's option. The Contractor is required to provide all manpower, equipment, material and resources necessary to perform these services. The following requirement must be met, inclusive of contractor's pricing:

1. The services to perform include transporting Kerosene, Gasoline, and LPG by transport trucks from Kuwait to various Southern Iraq locations as identified below. DESC reserves the right to change, add, or modify transport truck origin points in Kuwait and delivery locations in Iraq. Locations are defined as follows:

BASIC DELIVERY PERIOD: APRIL 1, 2004 through June 30, 2004

ORIGIN	DESTINATION	PRODUCTS	TOTAL FUEL QUANTITIES	TANKER SIZES
Kuwait	Diwaniyah, Iraq	Kerosene	7,239,658 USG	28,000 liters
		Gasoline	12,553,495 USG	30,000 liters
Kuwait	Latifiyah, Iraq	Kerosene	7,239,658 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Mushada, Iraq	Kerosene	5,242,511 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Rasafa, Iraq	Kerosene	5,242,511 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Basra, Iraq	LPG	41,400 MT	20 Metric Tons

1ST OPTION DELIVERY PERIOD: July 1, 2004 through September 30, 2004

ORIGIN	DESTINATION	PRODUCTS	TOTAL FUEL QUANTITIES	TANKER SIZES
Kuwait	Al Diwaniyah, Iraq	Kerosene	7,239,658 USG	28,000 liters
		Gasoline	12,553,495 USG	30,000 liters
Kuwait	Latifiyah, Iraq	Kerosene	7,239,658 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Mushada, Iraq	Kerosene	5,242,511 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Rasafa, Iraq	Kerosene	5,242,511 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Basra, Iraq	LPG	41,400 MT	20 Metric Tons

2nd OPTION DELIVERY PERIOD: October 1, 2004 through December 31, 2004

ORIGIN	DESTINATION	PRODUCTS	TOTAL FUEL QUANTITIES	TANKER SIZES
Kuwait	Al Diwaniyah	Kerosene	11,518,7117 USG	28,000 liters
		Gasoline	10,837,851 USG	30,000 liters
Kuwait	Latifiyah	Kerosene	11,518,717 USG	28,000 liters
		Gasoline	12,808,369 USG	30,000 liters
Kuwait	Mushada	Kerosene	8,341,140 USG	28,000 liters
		Gasoline	12,808,369 USG	30,000 liters
Kuwait	Rasafa	Kerosene	8,341,140 USG	28,000 liters
		Gasoline	12,808,369 USG	30,000 liters
Kuwait	Basra	LPG	101,200 MT	20 Metric Tons

3rd MONTH OPTION DELIVERY PERIOD: September 1, 2004 through September 30, 2004

ORIGIN	DESTINATION	PRODUCTS	TOTAL FUEL QUANTITIES	TANKER SIZES
Kuwait	Al Diwaniyah	Kerosene	11,128,005 USG	28,000 liters
		Gasoline	10,489,143 USG	30,000 liters
Kuwait	Latifiyah	Kerosene	11,128,005 USG	28,000 liters
		Gasoline	12,396,259 USG	30,000 liters
Kuwait	Mushada	Kerosene	8,058,211 USG	28,000 liters
		Gasoline	12,396,259 USG	30,000 liters
Kuwait	Rasafa	Kerosene	8,058,211 USG	28,000 liters
		Gasoline	12,396,259 USG	30,000 liters
Kuwait	Basra	LPG	74,427 MT	20 Metric Tons

2. REQUIREMENTS FOR OFFERS VIA TANK TRUCK, FOB DESTINATION:**a. General Notes-**

- (1) For product transported from the Kuwaiti border, tank truck drivers shall be Kuwaiti or sponsored by local sponsor.
- (2) Contractor shall provide licensed and responsible drivers per truck and all necessary services and supplies to include necessary equipment and life support for drivers in the execution of this scope of work. Contractor is responsible for arrangements for necessary visas, fees and passports for its drivers. Contractor is responsible for any and all convoy operation, communications, consolidated staging area, convoy line up, ensuring all contractor vehicles are above standards. Contractor is responsible for setting up and operating staging area.
- (3) Contractor shall provide services 24 hours per day and 7 days a week including weekends and holidays.
- (4) Contractor shall perform in accordance with the best industry standards as well as all Local regulatory bodies, laws, codes, ordinances, and regulations.

b. Security Requirements-

- (1) Contractor drivers shall take written or verbal direction from designated contractor personnel and Management Contractor or authorized U.S. Government Representative. Contractor drivers shall follow the security guidance from the military of Management contractor.
- (2) Contractor must provide 7 days a week 24 hours a day security staff to patrol and control all entries of the staging area. Patrol shall provide a safe working area for all personnel, as well as the equipment inside the staging area and the product.
- (3) All security violation must be reported to the U.S. Government authorized personnel within one hour and followed up with a written report within 24 hours.
- (4) A security plan must be submitted for approval.
- (5) U.S. Government or Management Contractor will provide security escort to convoys.

c. Safety Requirements-

- (1) Tank Trucks will comply with local commercial safety regulations.
- (2) All tankers will be parked by product type empty and full of fuel.

- (3) The following markings shall be present on the tanker (left side, right side and back) in English and Arabic;
 - (a) No smoking within 50 feet
 - (b) Tankers will not be moved from one type of fuel to another
 - (c) Danger
- (4) Vehicles shall comply with all mandatory safety requirements of country of operation and loading/offloading facilities as well as comply with safety requirements and regulation of loading and offloading points.
- (5) Full tankers are not to be left in the yard for repairs.

d. Staging Requirements-

- (1) Contractor shall provide the following additional requirements for fuel loading:
 - (a) All hoses, manifolds, etc., required to load fuel.
 - (b) Engineering and technical support services.
 - (c) Liason with Kuwait National Petroleum Company (KNPC) to buy and load fuel.
- (2) Contractor shall provide a portable unit for office space, this unit must be in good conditions with window, air condition and heat, electricity and must be available 24 hours a day, 7 days a week including weekends and holidays. U.S. Government reserves the right to inspect the unit. Staging area entry and exits must require some type of unit to protect personal and documentation from the weather. Staging area must have light around the motor pool area (inside for safety and outside for security).

e. Convoy Requirements:

- (1) No unauthorized stops will be made with any tanker, unless authorized the Management Contractor, U.S. Government, or escort elements assigned by the U.S. Government. (Vehicle breakdowns are an exception).
- (2) Contractor shall provide minimum of one bobtail with each convoy with 20 or less tankers, 2 bobtails with each convoy with 21 or more tankers. Requirement is subject to change as per direction of the U.S. Government.
- (3) Contractor will be responsible for recovery of tractors and tankers. Contractors are responsible for the safeguarding of any and all products (situation depending on the military escorts), and reporting any loss of product within 2 hours.
- (4) Contractor shall provide supervisory vehicle to accompany the convoy.
- (5) Contractor shall provide an English/Arabic translator, capable of reading writing and speaking both languages, to ride with trucks. This individual will serve as the convoy commander and is responsible for the following:
 - (a) The accountability of equipment, personnel, product to be transported, and all forms and reports.
 - (b) Lining up their convoys in the staging area operated by the contractor.
 - (c) Ensuring that all personnel have the proper amount of life support for their mission.
 - (d) Pre-checking their convoys for proper documentation, passports, equipment serviceability, trucks are topped of with class III, unloading documents, and operator's license. The Management Contractor or the U.S. Government will provide a pre-check list for convoy commanders.
 - (e) Ensuring the safeguarding of all documentation, tracking of download documents and consolidation of completed documents that will be provided the Management contractor upon completion of the mission. The Management Contractor will provide a blank Convoy commander's log. Convoy commanders are responsible for completing this form.
 - (f) Ensuring that the time of departure to both the Contractor's operation and the Management Contractor's Logistics Operations (Reporting subject to change) is reported.
 - (g) Ensuring that they check in at all Military/Management Contractor areas when they arrive and depart, as directed by the Management Contractor or the U.S. Government.
- (6) The Management Contractor or the U.S. Government reserves the right to remove any commander not following directions. The contractor shall provide a back-up commander at times of convoy departure.
- (7) Convoys will be lined up as per the Management Contractor's instructions. Convoy supervisors and the Management Contractor will check each vehicle and driver. Convoy supervisors and the Management Contractor will complete all documentation for onward movement.
- (8) Upon completion of all documentation, the Management Contractor and convoy supervisors will conduct a briefing and provide projected timelines.

f. Equipment Requirements-

- (1) Management Contractor or any U.S. Government has the right to refuse any equipment if deemed unsafe or not road worthy. Contractor will replace this vehicle, if identified in a convoy line up, to include the convoy commander's vehicle.
- (2) Maintenance for vehicles shall include repair and replacement of mechanically defective equipment or accident damaged equipment. Contractor shall provide replacement of defective truck and trailer parts.
- (3) Contractor shall provide trucks that are fully operable and supply qualified maintenance personnel (tractor, trailer, and fuel tanker) to perform maintenance 7 days a week 24 hours a day. All repairs will be completed within 24 hours. Tankers that need maintenance or are down for ANY reason shall be replaced at no extra cost to the U.S. Government.
- (4) Contractor shall be responsible for all parts maintenance. Staging yard will have common parts stocked.
- (5) Contractor must provide authorized portable-truck mounted transfer pump for the type of product being transferred. Unit will be able to transfer at rate of 1000 of liters per minute (or more). Transfer pump(s) must be fitted with the proper fitting to accommodate the tankers. Portable fire fighting equipment will be available at the site of transfer. Personnel performing the transfer will wear protective clothing (protective eyewear, coveralls, gloves) to perform the transfer.
- (6) Contractor shall provide Level 3A protective vest and Level 3 protective helmet to all its workers working in Iraq. Contract must gain written approval prior to the purchase of the equipment.

g. Additional Documentation Requirements-

- (1) It is the driver's responsibility to perform operation checks before, during and after the trip. A driver's check sheet (form) will be used, a copy will be provided to the Management Contractor upon completion of all missions and or repair. Forms will be developed with the Management Contractor and the U.S. Government in both Arabic and English.
- (2) Contractor shall maintain the driver files at the staging area. These files shall include complete information about the driver, such as copies of passport, Visa, driver's license, training documents and other documentation requested by the Management Contractor.
- (3) Loss of Product: Any loss of product will be reported within one hour and followed up with a written report within 24 hours. Statement will be provided to the Management Contractor by any and all involved within 24 hours upon the convoys return.
- (4) Transfers of product from tanker to tanker must be documented; copies of the transfer are to forward to authorized U.S. Government personnel. These forms must contain tanker numbers, date, and liters, type of product, old delivery note number and new delivery note number, statement on why the product is being transferred.
- (5) Weekly consummation reports must be turned in to the U.S. Government. Reports shall list driver, vehicle ID, date, time, and type of fuel and quantity of fuel in liters/U.S. gallons. Logs must be maintained by type of fuel. These reports are required to provide historical data for the U.S. Government. All vehicles returning from mission must be topped off before parking. No tankers shall be allowed to stop at gas stations for fuel. The U.S. military shall only provide fuel for contractor's vehicles in emergency cases. Emergency cases include: breakdowns, cases when truck is equipped with single tanker, in case more fuel is consumed because of rerouting of the vehicle. Day before any mission the operator must ensure his/hers equipment is topped off and ready for their mission.
- (6) Contractor shall provide delivery receipts for all products delivered. Receipts shall be signed by the Management Contractor or authorized U.S. Government Representative.
- (7) Contractor must provide weekly report on the fleet and changes in the fleet.
- (8) Contractor must maintained control of all documents; contractor will process all bills in accordance with the procedures set forth in the Invoicing and Payment Clause located on Page 14 of the Commercial Package.

OFFER SCHEDULE FOR TRANSPORTATION SERVICES

ITEM	PRODUCT	RECEIVING ACTIVITY LOCATION/ FOB POINT	PRICE/DELIVERY (U.S. Dollars)
0001	Kerosene	<u>Diwaniayh, Iraq</u>	
0002	Kerosene	Latifiya, Iraq	
0003	Kerosene	<u>Rasafa, Iraq</u>	
0004	Kerosene	<u>Mushada, Iraq</u>	
0005	Kerosene	Al-Ramadi, Iraq	
0101	Gasoline	<u>Diwaniayh, Iraq</u>	
0102	Gasoline	Latifiya, Iraq	
0103	Gasoline	<u>Rasafa, Iraq</u>	
0104	Gasoline	<u>Mushada, Iraq</u>	
0301	LPG	Basra, Iraq	

NOTE: Please provide an offer price for the basic requirement and each option. If the government elects to exercise the option periods, the extended contract will continue to escalate on the same basis as the basic award prices. See EVALUATION OF OPTIONS on Page 23.

(DESC 52.207-9F85)

3. RISK LOSS:

The Contractor is responsible for transporting various products to the destination points. During transportation of the product, the Contractor shall be liable for loss or damage to the product, which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents for subcontractors. This includes, but is not limited to, short deliveries, theft by employees or agent, losses stemming from tampering with the trucks or altering measurement devices, or adulteration of fuel, etc. The Government assumes the risk of loss or non-delivery of product due to circumstances beyond the control of the Contractor.

4. INSPECTION OF SERVICES - FIXED-PRICE

(a) DEFINITION. **Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by

reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

5. QUALITY REPRESENTATIVE

The Quality Office assigned inspection responsibility under this contract is DESC-Middle East.

(DESC 52.246-9F35)

6. DELIVERY AND ORDERING PERIODS

(a) This clause applies to all modes of delivery, whether origin or destination.

(b) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, shall be as follows unless the item in the Schedule specifies otherwise:

- (1) For the basic period: Ordering Period Begins: Date of Award and Ends: June 30, 2004.
- (2) For the basic period: Delivery Period Begins: April 1, 2004 and Ends: June 30, 2004.
- (3) For option period one: Ordering Period Begins: Date option is exercised and Ends: September 30, 2004.
- (4) For option period one: Delivery Period Begins: July 1, 2004 and Ends: September 30, 2004.
- (5) For option period two: Ordering Period Begins: Date option is exercised and Ends: December 31, 2004.
- (6) For option period two: Delivery Period Begins: October 1, 2004 and Ends: December 31, 2004.
- (7) For option period three: Ordering Period Begins: Date option is exercised and Ends: March 31, 2005.
- (8) For option period three: Delivery Period Begins: January 31, 2005 and Ends: March 31, 2005.

(c) Notwithstanding the foregoing, deliveries made prior to the delivery period at the option of the Contractor and pursuant to an order by the Government shall be deemed to have been made under this contract at the applicable contract price(s).

(d) Notwithstanding the foregoing delivery period(s), if an order is placed prior to the end of the ordering period that requires delivery within 30 days following the end of the ordering period, the Contractor shall deliver the ordered volume.

(e) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities for the life of the contract. However, if the monthly pro rata for tanker lifting is less than the Contractor's maximum parcel size, the Government reserves the right to order volumes equal to the maximum parcel size per delivery.

(f) Unless otherwise specifically stated in this contract, and notwithstanding (e) above, where the total estimated quantity for any individual product or grade of product awarded under this contract is equal to or less than 30,000 barrels, the Government may order, and the Contractor shall deliver, if ordered, the entire quantity in one delivery.

(g) Nothing included in this clause shall restrict the Government's rights under the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause.

7. CONTRACTOR ORDERING AGENTS

Full text is located in Offeror Submission Package

8. INVOICING AND PAYMENT

DESC-Middle-East Kuwait or their designated representative shall mail monthly services invoices directly to the Accounting and Finance Office after certification. Certification by DESC-Mid-East Kuwait will require signed and stamped proof of delivery per load. All other invoices are mailed to the Contract Administration Office (CAO) after Quality Representative (QR) certification. Specific procedures follow:

(a) **MONTHLY INVOICES.** Contractors shall present invoices for monthly services (original and 3 copies) directly to the following Accounting and Finance Office within one month following the performance of the respective services:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-BVDFB/CC
P.O. BOX 182317
COLUMBUS, OH 43218-2317

Each invoice will be certified by an official of the company and DESC-Middle East in the following manner:

"I certify that the services were performed, that the amounts reflected hereon are in conformance with the contract, and that the amounts are correct and proper for payment."

Signature _____

PRINTED NAME AND TITLE

Signature _____

PRINTED NAME AND TITLE

(b) ALL OTHER INVOICES.

(1) Contractors shall address invoices to the Accounting and Finance Office listed in (a) above.

(2) Contractors shall certify that the invoice is true and correct and shall attach supporting documentation (e.g., subcontractor bills or invoices) for cost reimbursement invoices.

(3) Contractors shall then present the invoice (original and 4 copies) to the cognizant QR for certification that the invoice is true and correct to the best of the QR's knowledge and that the supplies or services included on the invoice have been provided.

(4) Last, Contractors shall submit the invoice to the applicable CAO address below for approval and for processing to the Accounting and Finance Office for payment. Upon mutual agreement between the Contractor and the QR, the QR may submit the invoice directly to the CAO after certification. The Administrative Contracting Officer (ACO) may authorize the Contractor to send certified invoices directly to the Accounting and Finance Office, concurrent with a copy to the applicable CAO address below. Such ACO authorization must be specifically provided in the contract or modification thereto.

CONUS Contract Locations

ATTN DESC-FPA FPB ROOM 2945
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222

OCONUS Contract Locations

ATTN DESC-FPC ROOM 2945
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222

(c) **OVERTIME.** When the Contractor is authorized by the designated Defense Energy Region (DER) to perform services in excess of normal working hours, the Government will reimburse the Contractor as described in (1) and (2) below. Each invoice for overtime will specify the number of people working, their employment classification, number of hours worked, and the hourly rate of compensation. The written authorization from the DER must be attached to the invoice. (The authorization for overtime may be given initially by telephone, but later must be provided in writing by the DER to the Contractor.) Follow instructions given in (b) above for submission of overtime invoices.

(1) **GOCO (Government-Owned, Contractor-Operated).** The Government will reimburse actual overtime labor rate paid times actual overtime hours, plus social security taxes, insurance, and fringe benefits. No profit or G&A (general and administrative expenses) will be allowed. (Profit and G&A should be included in the monthly services charge based on the dollars estimated for the overtime line item.)

(2) **COCO (Contractor-Owned, Contractor-Operated).** The Government will reimburse at the rate specified in the Schedule clause.

(DESC 52.232-9FF5)

9. ELECTRONIC TRANSFER OF FUNDS PAYMENTS-CORPORATE TRADE EXCHANGE

Full text of this clause is located in the Offer Submission Package

10. PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION

Full text in Offeror Submission Package

11. CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

(a) INSPECTION/ACCEPTANCE

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due, as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.**

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315. **Note:** Contractors are also required to provide additional information in their invoices as specified in the Addendum, as discussed in the SUPPLEMENTAL INVOICING INFORMATION (BULK) clause.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) **RISK OF LOSS:** See Page 10

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments; Disputes; Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) Standard Form 1449.
- (8) Other documents, exhibits, and attachments; and.
- (9) The specification.

12. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☒ (24) 52.225-13, Restriction on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

☐ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

☒ (29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 1984) of 52.247-64.
quisitions of commercial items:

(c) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other below, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

THE FOLLOWING DOES NOT APPLY TO NON-UNITED STATES OFFERORS:

13. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ [X] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

☐ [] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ [] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ [] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☐ [] 252.247-7023 Transportation of Supplies by Sea (MAY 2002); (☐ [] Alternate I (MAR 2000)); (☐ [] Alternate II (MAR 2000)); (☐ [] Alternate III (MAY 2002)) (10 U.S.C. 2631).

☐ [] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (d) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

☐ [] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

☐ [] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

THE FOLLOWING DOES NOT APPLY TO NON-UNITED STATES OFFERORS:

14. REQUIRED CENTRAL CONTRACTOR REGISTRATION

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling **1-888-227-2423** or via the Internet at <http://www.ccr.gov>.

(DFARS 252.204-7004)

15. CHANGES

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

(1) Any single order or any group of orders terminated together;

(2) Any item or group of items terminated together; or

(3) The entire contract.

17. BANKRUPTCY

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

18. CHOICE OF LAW

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

19. GRATUITIES

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

20. TAXES - FOREIGN FIXED-PRICE CONTRACTS

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **DEFINITIONS.** As used in this clause—

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

Tax and taxes include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The

contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

21. INTEREST

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

22. CONTRACT TYPE

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after June 30, 2004 with 6 one-month option periods.

23. OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 DAYS, PROVIDED, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 365 DAYS.

24. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC or if OFAC's implementing regulations at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/TerList.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.
(FAR 52.225-13)

25. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-6)

26. RELEASE OF UNIT PRICES

Full text is incorporated in Offeror Submission Package

27. DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

Full text is incorporated in Offer Submission Package

28. SUBMISSION OF OFFERS

- (a) **SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE:** Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.
- (b) **SUBMISSION OF OFFERS IN U.S. CURRENCY:** Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.
- (c) **FACSIMILE PROPOSALS**

- (1) **DEFINITION. Facsimile proposal,** as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (2) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (3) The telephone number of receiving facsimile equipment is (703) 767-8506.
- (4) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—
 - (i) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (ii) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the

offeror; and

(iii) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(5) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

- (c) **HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE**

- (i) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- (ii) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.
- (iii) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS

provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

29. AGENCY PROTESTS

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

30. ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through ORDERING SPECIFIED IN on page 13.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

31. EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS)

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

32. EVALUATION OF OFFERS

Award will be made to the responsible offeror/s that provide the lowest overall cost to the Government for transportation of product from Kuwait to Iraqi destinations as stated in the schedule. The evaluated price shall include all costs associated with delivery of the fuel to include, but not limited to the following: mobilization/de-mobilization costs; truck modifications to comply with terminal specifications; costs associated with meeting convoy requirements. All costs must be included in the final proposal revision price and not be separately reimbursed after contract award.

(DESC 52.209-9F35)

33. EVALUATION OF OPTIONS

Except when it is determined in accordance with FAR 17.206(b) not be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).